

# Exhibit 1

MEMORANDUM OF AGREEMENT

This Memorandum Agreement, dated July 10, 1968, made and entered into between the ten Clubs comprising the American Football League (hereinafter called the "Clubs"), and the American Football League Players Association (hereinafter called the "Association"). The Provisions of this Memorandum Agreement shall become effective July 10, 1968.

The Association represents that it contracts for and on behalf of all of the American Football League Players and individuals who may become such players during the term of this Agreement. The Clubs represent that they contract for and on behalf of themselves, any additional Clubs that may become members of the American Football League, and the successors thereof, and to the extent that the American Football League is obligated hereunder or under any plans or agreements made a part hereof, the Clubs shall cause the League to perform such obligations.

It is the purpose of this Memorandum Agreement to set forth in broad general terms the Agreements that the Parties have made and entered into this date to be memorialized at a future date between the respective counsels of the Parties hereto. Said Agreements are as follows:

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1. RECOGNITION

The Clubs recognize the Association as the sole and exclusive collective bargaining representative of all players in the American Football League with regard to all terms and conditions of employment, including minimum players' salaries but excluding players' individual salaries in excess of minima.

2. CONTRACTS

The Standard Player Contract, the American Football League Player Retirement Plan, the American Football League Insurance, Health, Welfare and Major Medical Plan, the League By-Laws, Constitution and Rules, will not be amended or altered in any manner in conflict with the specific terms of this Agreement. In the event any of the terms are in conflict the terms of this Agreement shall prevail.

3. OPTION EXERCISE DATE

The option in favor of the Clubs set forth in paragraph 10 of the American Football League Standard Players' Contract and paragraph 10 of the Standard Player Contract for Major Professional Football Operations shall be exercised on or before the first day of April or shall terminate.

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4. CHECK-OFF

Each Club shall deduct from the salary of each player who is a member of the Association and who has authorized such deduction, annual Association dues. Such authorization shall be in writing on a form provided for the purpose by the Association.

All moneys so deducted shall be transmitted within ten (10) days following such deduction to the person designated by the Association to receive such money.

5. MANAGEMENT RIGHTS

Each of the Clubs retains the right to manage the Club and to direct the players. The Club, in the exercise of its rights, shall observe the provisions of the Agreement.

6. INDIVIDUAL PLAYER SALARY

Subject to the express provisions herein contained, each player shall negotiate his individual salary, provided, however, that he may in such negotiations be represented by a third person, including counsel.

7. COMPENSATION

Compensation pursuant to the Standard Players Contract shall be paid immediately following each regularly scheduled game commencing with the 1968 season.

The Club may withhold the last such payment for a period up to ten (10) days in order that the Club may estimate and deduct any charges for which the Player may have been obligated to the Club during the year.

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*Law*  
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The Parties shall study, by Joint Committee, a plan to establish a twenty-two (22) week pay period ending one week after the last regularly scheduled League game.

#### 8. MOVING AND TRANSPORTATION EXPENSE

If and when a player is traded from one Club to another, after reporting to camp and prior to end of season, he shall be given moving and transportation expenses based on the difference in time zones between the Club which he is leaving and the Club to which he is directed to report, which sum shall be fixed in advance by the Club he is being assigned to.

Within one time zone	\$300
From one time zone to the next adjacent time zone	600
From one time zone to a time zone separated by an intervening time zone	900
From one time zone to a zone two time zones distant	1,200

Twelve hundred dollars represents the maximum payment which a player may receive as moving and transportation expenses. These are standard allowances and shall be paid irrespective of the actual expense involved.

#### 9. STANDARD PER DIEM ALLOWANCE FOR AWAY-FROM-HOME GAMES

Each Club shall provide a standard allowance in lieu of any meal which it fails to provide a player while away

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*Handwritten signatures and initials:*  
 R. C. D.  
 J. K.

from home in connection with away-from-home games as follows:

Dinner	\$6.50
Lunch	2.50
Breakfast	2.00

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10. THE DIVISION OF RECEIPTS OF POST-SEASON GAMES

The division and distribution of proceeds to the players   severally for all post-season games which were played in 1967 shall remain the same as it was in 1967. 7

11. AFL ALL STAR GAME COMPENSATION

Each player on the roster of the winning team shall receive \$1,500 and each player on the roster of the losing team shall receive \$1,000.

12. AFL-NFL ALL STAR GAME

Both parties hereto agree to do all possible to cause an AFL-NFL All Star Game to be played.

13. PROCEDURE FOR SETTLEMENT OF CONTRACT DISPUTES

The procedure for settling contract disputes shall be set forth in complete detail as to manner and time involved in said procedure in settling all contract disputes between a player and a club. The intent herein is to establish a procedure which will expedite the hearing of said disputes in a two-step procedure. The first step will be between the club and the player and the second step will be a final determination by the Commissioner. At all steps the club and the player shall have the right to be represented by counsel and the Association may intervene as amicus curiae.

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14. SPECIAL PROCEDURE WITH REGARD TO  
DISCIPLINARY ACTION

Complaints or grievances involving disciplinary  
action such as a fine, suspension or tolling imposed upon  
a player by a Club, shall be subject  to  
this Section 14 as follows:

- a. Notice of fines or suspension are to be  
transmitted immediately upon their imposition  
by the Club to the Association, the President  
and the Commissioner.
- b. The procedure for appeal to the Commis-  
sioner will be worked out at a later date  
with the intent to expedite any such hearing.
- c. A player may, if he so desires, be repre-  
sented at any step of the disciplinary grievance  
procedure.
- d. The schedule fine for not reporting to  
training camp or being absent from training camp  
once having reported shall be set at \$100.00 per  
day.

15. NO STRIKES OR LOCKOUTS

- a. The Association agrees that, while this  
contract is in effect, it shall not authorize  
a strike, stoppage, or walkout by its member-  
ship. In the event of the occurrence of any

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*Rec'd J*  
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unauthorized strike, stoppage or walkout by any of the players acting in concert, the Association will, upon being apprised thereof at once use its best efforts to terminate such action immediately.

b. The Clubs, neither individually nor collectively, shall conduct a lockout during the life of this Agreement.

#### 16. COMPREHENSIVE AGREEMENT

This Memorandum Agreement (including the provisions for joint study set forth herein) represents a full and complete understanding on all bargainable subjects covering players during the term of this Agreement, except for such matters as are expressly excluded from the terms of this Agreement.

All rights to bargain with on another concerning any subject whatsoever, except as herein noted, regarding players are expressly waived by the parties for the duration of this Agreement.

#### 17. JOINT STUDY OF STANDARD PLAYER CONTRACT

The parties shall establish a joint committee to review the current standard player contract and shall endeavor to have established as soon as reasonably possible a mutually satisfactory new standard player contract.

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NY

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18. PENSION

The American Football League owners will make an additional contribution to the Pension Fund of fifty percent (50%) over and above their present contribution in each of the years 1968 and 1969.

The Pension Plan shall be administered jointly by a Committee designated by the owners and the players respectively, two (2) to be designated by each side. In the event of an impasse in the Joint Administration Committee the issue shall be submitted to the Commissioner for resolution.

19. MAJOR MEDICAL INSURANCE

The owners will provide at no cost to the players Major Medical Insurance that will provide a benefit of \$50,000 per player and each member of the player's family.

20. CAREER ADJUSTMENT PAY

The parties recognize the desirability of providing a form of Career Adjustment Pay for players leaving the game and to assist such players in establishing themselves in another career after their playing years have ended. A Joint Study Committee will be established to study what has happened to players who have left the game in the past and to develop constructive solutions to assist players in the future predicated upon past experience and projected problems, that the Committee may anticipate as a result of its study. It is contemplated that some form of Career

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Adjustment Pay be provided for and integrated into the Pension Program. As part of its study the Committee will also examine the feasibility of early retirement coupled with the Career Adjustment Program. The substantial additional contribution made to the Pension Plan contemplates the potential for earmarking a portion of such additional contributions for the inauguration and establishment of a Career Adjustment Pay Program.

21. The Players Association and the Owners League anticipate that the Joint Study Committee will also provide the basis for a continuing dialogue in which a forum will be provided for discussion of problems of mutual interest with the intention that the parties find constructive solutions to such matters through rational examination of the facts and an earnest effort to advance the welfare of the players, the League and the game.

21. PRE-SEASON EXPENSE REIMBURSEMENT

Each Club will reimburse its players for expenses involved during the pre-season in the following manner:

- |                                  |                       |
|----------------------------------|-----------------------|
| a. Rookies                       | \$100 per game played |
| b. Second Year Players           | 125 per game played   |
| c. Third and Fourth Year Players | 150 per game played   |
| d. Fifth Year and Over           | 250 per game played   |

and each Club will make payment of said expense money without withholding any income tax therefrom.

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Hereafter, commencing with the year 1969, the matter of pre-season compensation shall not be a matter of negotiation by the Players Association but will be integrated as part of the annual compensation paid pursuant to the Standard Players Contract.

22. TERM OF AGREEMENT

This Agreement shall continue in full force and effect from July 10, 1968, to February 1, 1970.

23. EXECUTION OF FINAL AGREEMENT

The final agreement to be executed by the parties shall be signed by the appropriate officers of the Players Association and by the officers of each of the Club members of the Owners Association.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 10th day of July, 1968.

AMERICAN FOOTBALL LEAGUE  
PLAYERS' ASSOCIATION

By

Jack F. Kemp  
Jack F. Kemp, President

AMERICAN FOOTBALL LEAGUE  
PLAYER RELATIONS COMMITTEE

By

Ralph C. Wilson, Jr.  
Ralph C. Wilson, Jr.

By

Richard Kitchen  
Richard Kitchen

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*[Handwritten signature]*